

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone. (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE. AE-3

April 21, 2016

Mr. Armando Gonzalez Gonzalez Goodale Architects 135 West Green Street, Suite 200 Pasadena, CA 91105

Dear Mr Gonzalez:

AS-NEEDED ARCHITECTURAL AND ENGINEERING DESIGN AND/OR DESIGN REVIEW SERVICES CONTRACT NUMBER PW13908

Enclosed is a copy of the executed Supplemental Agreement 1 to Contract PW13908 for as-needed architectural and engineering design and or design review services.

If you have any questions please call Ms. Ivonne Pena at (626) 458-2585.

Very truly yours,

GAIL FARBER
Director of Public Works

JOSE QUEVEDO

Assistant Deputy Director Architectural Engineering Division

JO:in

(P:\aepub\CONTRACTS\Ivonne\Agreements\AE Supps\PW13906\transmit contract for signature with new insurance language.doc)

Enc.

SUPPLEMENTAL AGREEMENT

Supplemental 1 Contract PW13908

Subject: AS-NEEDED ARCHITECTURAL/ENGINEERING DESIGN

AND/OR DESIGN REVIEW SERVICES GONZALEZ GOODALE ARCHITECTS

IT IS MUTUALLY AGREED by and between the parties hereto that the above-numbered Contract is hereby amended by the changes, additions, or deletions set forth by the Director of the Department of Public Works, which is hereby referred to and made a part hereof.

The provisions of said original Contract shall remain in full force and effect except as modified herein, and the County shall pay to the Consultant the amount of \$75,000. The total Contract not to exceed fee is revised from \$1,000,000 to \$1,075,000.

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Prevailing Wage Requirements

a. Prevailing Wages

When applicable, the services provided in this agreement constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Consultant is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Consultant agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Consultant shall comply with the requirements of Section 1812 of the Labor Code. The Consultant shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Consultant shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office 320 West Fourth Street, Suite 450 Los Angeles, CA 90013 (213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at http://www.dir.ca.gov/Public-Works/PublicWorks.html."

d. <u>Certified Payroll Records</u>

The Consultant shall comply with the requirements of Section 1776 of the Labor Code. Consultant and Subconsultants, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract.

County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.
- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2014 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

IN WITNESS WHEREOF, the Director of the Department of Public Works has caused this Agreement to be subscribed pursuant to authority delegated by the Board of Supervisors under Section 2.18.030 et seq. of the County Code and Contractor has hereunto subscribed its name this day of code and contractor has day of code and contractor has hereunto subscribed its name this

COUNTY OF LOS ANGELES

GONZALEZ GOODALE ARCHITECTS

By:

Deputy Director

Department of Public Works

President

: The

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By:

Deputy County Counsel

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.				
State of California County of Los Amelia				
On Apail 7,2016 before me, LEONARD J. SCHANSTAL JR-NUTARY public (insert name and title of the officer)				
personally appeared — ARMAND L. GUNZALOZ AND DAVID GODALO — , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
WITNESS my hand and official seal. LEONARD J. SCHAUSTAL JR. COMM. # 1997140 NOTARY PUBLIC, CALIFORNIA PLOS ANGELES COUNTY My Comm. Expires Nov. 18, 2016 (Seal)				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101		CONTACT Marie Swaney PHONE (A/C, No, Ext): 626 844-3070 E-MAIL ADDRESS: mswaney@insdra.com	FAX (A/C, No):	
Lic #0020739		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A : ACE American Insurance Compa	ny	22667
INSURED	GONZAGOOD	INSURER B: Travelers Indemnity Co. of Conne	ecti	25682
Gonzalez Goodale Architects		INSURER C: Hartford Accident & Indemnity		
135 W. Green Street, Suite 200 Pasadena, CA 91105		INSURER D: Travelers Property Casualty Co o	f A	25674
626-568-1428		INSURER E :		
		INSURER F:		
		_		

CERTIFICATE NUMBER: 1380756863 REVISION NUMBER: COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE REEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSUI	RANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	х	COMMERCIAL GENER	AL LIABILITY	Υ	Υ	6804855L599	11/20/2015	11/20/2016	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE	X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	x	Contractual Liab							MED EXP (Any one person)	\$10,000
	х	XCU Included				I			PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER- POLICY X PRO- JECT LOC							GENERAL AGGREGATE	\$2,000,000	
			LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:								\$
В	AUTOMOBILE LIABILITY		Υ	Υ	BA4894L251	11/20/2015	11/20/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X	ANY AUTO							BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED AUTOS X	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
										\$
		UMBRELLA LIAB	OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION	ON \$							\$
С	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					72WEGEU1720	9/1/2015	9/1/2016	X PER OTH- STATUTE ER	
			VEXECUTIVE T	N/A					E.L EACH ACCIDENT	\$1,000,000
								E L DISEASE - EA EMPLOYEE	\$1,000,000	
								E L DISEASE - POLICY LIMIT	\$1,000,000	
Α	A Professional Liability Claims Made Form				G21675891011	11/20/2015			per claim Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy excludes claims arising out of the performance of professional services. Re: Contract #PW13908, File #AE-3, Architectural and Engineering Design and/or Design Review Services - County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers are named as additional insureds as respects general and

auto liability for claims arising from the operations of the named insured as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERT	TIFIC A	TE F	IOLD	ER
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CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

County of Los Angeles, Department of Public Works 900 South Fremont Ave. Alhambra CA 91803-1331

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 6804855L599

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

County of Los Angeles, Department of Public Works 900 South Fremont Ave. Alhambra CA 91803-1331

PROJECT/LOCATION OF COVERED OPERATIONS:

Re: Contract #PW13908, File #AE-3, Architectural and Engineering Design and/or Design Review Services - County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers.

PROVISIONS

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury", 'property damage" or 'personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury' for which that person or organization has assumed liability in a contract or agreement. The insurance provided to such additional insured is limited as follows:

- This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV): However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed:

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/7/2016	Countersigned By:
Named Insured: Gonzalez Goodale Architects	Markorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Re: Contract #PW13908, File #AE-3, Architectural and Engineering Design and/or Design Review Services - County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. Transfer of Rights Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.